

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-01801

Applicant Brian Spencer, Jackson Roshier, Stephen Siddall, Amalgamated Australian Workers Union (AWU) (SA) State Union, Michael Symonds, City of Tea Tree Gully

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement City of Tea Tree Gully Field Staff Agreement No. 9 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 1 July 2021 and have a nominal life extending until 30 June 2024.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the Commissioner's name.

Commissioner Cairney

01 Jun 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





CITY OF
TEA TREE GULLY
Naturally Better

Enterprise Agreement

City of Tea Tree Gully Field Staff
Agreement No. 9 2021

Clause 1 Title

This Agreement shall be known as the City of Tea Tree Gully – Field Staff Enterprise Agreement No. 9 – 2021.

Clause 2 - Arrangement

1. Title
 2. Arrangement
 3. Definitions
 4. Application
 5. Period of operation
 6. Relationship to current Award
 7. Relationship to City of Tea Tree Gully's Policies, Procedures and Guidelines
 8. Aims and objectives of the Agreement
 9. Employee protection
 10. No forced redundancies
 11. Assets and Environment portfolio – commitment to staff numbers
 12. Commitment to starting on-site
 13. Mixed function
 14. Flexible staffing arrangements
 15. Hours of work
 16. Hours bank
 17. Stand-down provisions, 'weather extremes' and inclement weather
 18. Annualisation of allowances
 19. Indexed allowances
 20. Family and domestic violence support
 21. Breastfeeding friendly workplace
 22. Paid parental leave
 23. Personal leave
 24. Introduction of change
 25. Superannuation
 26. Sickness and accident income protection
 27. Grievance/dispute resolution procedure
 28. Enterprise Agreement Consultative Committee (EACC)
 29. Local area workplace agreements
 30. Street Sweeper Operators
 31. Cemetery works
 32. Annual leave loading
 33. Pay increases
- Signatories
- Appendix 1 – Wage rates
- Appendix 2 – Redundancy and Redeployment Principles and Guidelines

Clause 3 - Definitions

‘Assets and Environment’ refers to a portfolio that provides a range of field services to the City of Tea Tree Gully as defined within the adopted organisational structure.

‘Award’ shall mean the Local Government Employees Award.

‘Consultation’ shall mean the process, which will have regard to employee’s interests in the formulation of plans that directly impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made by management.

‘Corporate leader’ shall mean any officer employed by the City of Tea Tree Gully who has supervisory responsibility for other employees.

‘Council’ shall mean the City of Tea Tree Gully.

‘Employer’ shall mean the City of Tea Tree Gully.

‘Management’ shall mean the Chief Executive Officer and/or his or her nominee(s).

‘Multi-functional’ shall mean an individual has the competency to work across a wide range of disciplines covered under the Award.

‘Union’ shall mean the Amalgamated AWU (SA) State Union organisation of employees registered pursuant to the Fair Work Act 1994.

‘Union official’ shall mean an accredited officer of the Australian Workers Union.

‘Up-skilling’ shall mean the upgrading of skills of an individual to meet a higher level of competency within a specific discipline of the Award.

Clause 4 - Application

This Agreement shall be binding upon the City of Tea Tree Gully (the employer) and the Amalgamated AWU (SA) State Union (the Union) and its members and employees employed at the City of Tea Tree Gully pursuant to the Local Government Employees Award.

Clause 5 – Period of operation

This Agreement shall commence from the date of certification and remain in force until 2024. This Agreement will be reviewed and negotiations must commence no later than six months prior to the termination of this Agreement. This Agreement will remain in operation after the date of expiry until a new agreement is certified.

Clause 6 – Relationship to current award

This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency, this Agreement shall take precedence.

Clause 7 – Relationship to City of Tea Tree Gully policies, procedures and guidelines

This Agreement is to be read in conjunction with the City of Tea Tree Gully policies, procedures and guidelines as they exist from time to time. Where there is any inconsistency between this Agreement and a City of Tea Tree Gully document, this Agreement will prevail.

Clause 8 – Aims and objectives of the agreement

This Agreement contributes to the attraction and retention of a flexible, skilled and committed workforce, and supports our Strategic Plan. The Agreement supports the achievement of the following organisational objectives:

- Foster and maintain a participative and constructive culture where all employees are aligned with our Purpose and Vision and demonstrate our Values.
- Provide all employees with the skills, knowledge and capabilities to enable them to deliver quality services that are valued by our community
- Deliver the Strategic and Organisational Plan objectives
- Build and celebrate innovation and excellence in our services and programs
- Improved benefits and conditions, increased job satisfaction and the provision of a sustainable level of job security for employees
- Continuously improve what we do (including benchmarking and improving the quality and value of our services and programs). Any continuous improvement programme shall provide for the inclusion of the workforce in identifying :
 - Appropriate work targets
 - Suitable benchmarking (if appropriate)
 - Opportunities for efficiency improvement
 - Non-financial targets and outcomes
 - Suitable opportunities for improvement where needed.

Active or competitive tendering for work presently delivered by Council staff may only occur after the above continuous improvement process has occurred with the affected work group. The affected work group will be provided with an appropriate opportunity to implement any improvements in order to meet the agreed targets and outcomes.

Clause 9 – Employee protection

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided, as a whole by the employer, applicable at the time of certification of the Agreement or in State standards such as standard hours of work, annual leave or long service leave, etc. as specified by the South Australian Employment Tribunal (SAET) the Award and State and Federal legislation.

Clause 10 – No forced redundancies

This clause is to be read in conjunction with Council's Redundancy and Redeployment Principles and Guidelines (Appendix 2).

The City of Tea Tree Gully recognises that employees are an important resource in the provision of services to its customers.

The City of Tea Tree Gully recognises the commitment and loyalty of its employees and is committed to providing as stable and secure employment conditions as practicable.

The City of Tea Tree Gully undertakes that during the nominated period of this Agreement, there will be no forced redundancies. This undertaking applies to all permanent employees (full-time and part-time) and fixed term employees (for the duration of their current contract).

Clause 11 – Assets and Environment portfolio – commitment to staff numbers

Subject to the effect of Clause 12 on the range of scope of services performed by Assets and Environment, the employer will maintain permanent Assets and Environment portfolio employee numbers at no less than 130 full-time equivalents (FTEs) for the life of the Agreement. This means that if the range of scope or services performed by Assets and Environment remains unchanged, the agreed permanent staff level will remain unchanged.

In line with Australian Taxation redundancy rulings, this commitment may not apply to positions that are subject to genuine redundancy arrangements mutually agreed on a voluntary basis between individual employees, the union and the employer.

Clause 12 – Commitment to starting on-site

The parties agree that starting on site rather than at the employee's relevant normal workplace should be an option for the majority of employees. This arrangement may vary depending on program/project logistics, but will apply by mutual consent between the relevant corporate leader and individual work teams. Agreement to starting on-site should not be unreasonably withheld. Where employees start on site, the arrangements outlined in Clause 8.1 of the Local Government Employees Award do not apply.

Clause 13 – Mixed function

The parties agree that when an employee is 'relieving' the team leader, the following payment arrangements will apply:

- Hours worked greater than or equal to 4.5 hours when the team leader is not available for normal operational duties will be paid at ME 7 for the complete day. Prior to leaving the work site, the team leader will nominate the person to act in his/her absence
- Should the employee be nominated by the team leader to be the team leader in his/her absence for one (1) day or more, the employee will be paid at the Team Leader rate and the employee's years of service will be recognised in determining the rate. A qualifying period of five (5) consecutive days applies on the first occasion. Should they have not qualified, the ME 7 rate will be paid.
- It will be the team leader's responsibility to identify someone to act as Team Leader during his/her absence. The person appointed will be paid for the time so worked (i.e. on an hour for hour basis) until greater than 4.5 hours. When greater than 4.5 hours the employee will be paid at ME 7 for the full day.
- In teams where a permanent Leading Worker has been appointed in line with Schedule 7 of the Award, the Team Leader or corporate leader may nominate a person to act in the role in their absence for periods up to 4.5 hours paid at the Leading Worker rate
- Hours paid as above will not accumulate for the purposes of reclassification.

The conditions of the Local Government Employees Award will apply for all other higher duties and mixed functions.

Clause 14 – Flexible staffing arrangements

The City of Tea Tree Gully is committed to providing job security to its employees whilst meeting the changing operational requirements to achieve our strategic objectives and maintain appropriate levels of customer service. As such there is an identified need to have available a range of flexible staffing arrangements to utilise when permanent staffing arrangements are either impractical, unsustainable or subject to meeting short term needs. The following arrangements may be utilised by the organisation to meet those needs.

14.1 Fixed term contracts

Council may engage employees for a fixed term to cover

- Special or additional project of a finite duration to carry out a set of tasks of finite duration
- Replacement of a position of extended leave or to temporarily fill a position vacated by a permanent employee

- Externally funded positions
- Any position in excess of the 130 FT positions identified in Clause 11
- Following consultation with the Enterprise Agreement Consultative Committee (EACC), to pilot or trial a revised organisational structure.

Existing employees will not be compelled to transfer to a fixed term contract. Fixed term contracts under the above arrangements may be affected only as a result of the selection process for a vacant position.

Where a permanent employee applies for and is appointed to a fixed term/secondment position, the employee's substantive classification will be maintained. At the completion of the fixed term appointment the employee will revert to a position equivalent to their substantive classification.

Any employee who is subject to redeployment will not be placed on a fixed term contract unless they were subject to a fixed term contract prior to redeployment, in which case they will be redeployed for the remainder of their contract period.

In circumstances where a fixed term employment contract/secondment is in place and the position is to be extended or offered on an ongoing basis at the conclusion of the contract period, the incumbent will be offered an extension to their contract in writing or an ongoing contract provided that:

1. The position is not the substantive position of another employee who is to return to the position
2. The position has not changed significantly in order to meet organisational needs or funding criteria changes
3. The incumbent has satisfactorily met the performance objectives of the position during the term of the preceding contract
4. The incumbent has already undergone an open selection process either within or outside of Council for the position
5. If the position is to be offered on an ongoing basis, the incumbent has been in the role for more than two years.

If the incumbent has not undergone a selection process in accordance with point 4, the incumbent will have the right to apply for the position when it is advertised internally or externally.

Except in the case of fixed term contracts which are subject to external funding, where practical for contracts of at least one (1) year's duration (except where termination occurs prior to the expiry of the contract) the parties will give a minimum of eight (8) weeks' notice not to renew the contract.

14.2 Casual positions

Where a casual full time i.e. 38 hour week position is created, this position shall generally be for a maximum term of 6 months except where the position is a result of or related to an employee absent for or performing modified duties as a result of a Workers Compensation claim, an employee on long term leave due to illness (including employees absent on sick and accident protection) or employees on extended periods of leave whether paid or unpaid.

At the completion of this six month period, the need for this position to continue beyond this period will be reviewed. Should the position be deemed ongoing, the position will become either a permanent full time ongoing position or it may be offered as a fixed term contract in accordance with 16.1 above. This Clause does not apply to swimming pool attendants.

There are no limitations on the term of engagement where the position involves less than full time hours.

14.3 Labour hire positions

Any labour hire employee will be engaged under the provisions of the labour hire provider and the relevant State or Federal Award. The rate of pay will be relevant to the position and not the incumbent.

Labour agency employees may be used to cover the following situations:

- Workers compensation and rehabilitation when the return to work date is unknown
- Personal accident/injury cases where the return to work date is unknown – provided that no more than two years has elapsed since the employee was absent from work
- Seasonal work of a non-ongoing nature
- Short term placements until selection is completed for a substantive position.

Clause 15 – Hours of work

In supporting the Aims and Objectives (Clause 8) of this Agreement, the parties agree to greater flexibility in the hours of work.

Standard hours – The standard hours of work under this Agreement are 76 hours per fortnight worked over 9 days; 7 days @ 8.50 hours per day, 2 days @ 8.25 hours per day.

To work in accordance with the flexible hours provisions detailed below requires mutual agreement between the employer and the employee. Such agreement should not be unreasonably withheld.

Spread of hours - The spread of ordinary hours of work for employees shall be between 6.00am to 6.00pm Monday to Friday inclusive. This spread of hours may be varied by mutual agreement for individual workgroups, in order to meet specific operational needs of the organisation, and no penalty payments will apply. The maximum number of ordinary hours to be worked in any one day will be 9.5.

Overtime – All time worked in excess of 9.5 hours per day or outside the standard spread of hours shall be paid at double time. Such hours worked shall be at the discretion and approval of the employer. Employees may also elect, in lieu of payment, to bank such overtime into their hours bank at double time (e.g. 2 hours overtime worked equals 4 hours credit).

Paid morning break – where practicable the morning break shall be taken on-site and is to be limited to 15 minutes duration, from the time work ceases to when it restarts.

Unpaid lunch break – A 30 minute unpaid lunch break must be taken, and where practicable the break shall be taken on-site. The break must be taken between 4 hours and 6 hours from commencement of duty.

Overtime associated with lunch breaks – An employee who is required by their corporate leader to work 6 continuous hours from commencement of duty without a lunch break will be paid the rate of time and a half for the first 2 hours and double time thereafter until they cease work or until such time as a lunch break is provided. This clause replaces clause 6.3.5.2 in the Local Government Employees Award

Any work undertaken after 6 continuous hours without a lunch break must have the approval of the corporate leader in line with operational procedures.

Call-back and call-outs – Once an employee has ceased work for the day and is then called back to work or listed on the call-out roster, the Award provisions for call-outs to undertake unplanned work shall apply.

Standby allowance for rostered call-outs - Any employee listed on the call-out roster maybe required to be on standby to work outside their ordinary hours. Standby employees will receive an amount equal to 10 per cent of their hourly rate for each hour that they are required to be on standby.

Clause 16 – Hours bank

An employee working their aggregate of 1976 hours per annum may have a negative hour's bank balance of no more than 38 hours or a positive balance of no more than 76 hours. This credit comprises banked ordinary or overtime hours and banked Rostered Days Off (RDOs). All hours accrued up to 9.5 hours per day (if worked during the ordinary spread of hours) will be at single time and credited to the employee's hours bank. The time to be taken off will be mutually agreed between the employee and the relevant team leader in consultation with the appropriate supervisor.

Where an employee wishes to use accrued hours other than for scheduled RDOs, prior approval is to be sought from the team leader or appropriate supervisor. Approval for taking this leave shall only be granted if it is operationally practical.

While the hour's bank provision allows the potential span of 38 hours debit through to 76 hours credit, subject to conditions set out in this clause, it is expected that the employees will maintain a minimum of ten hours credit (not including their RDO) for use during inclement weather. Where the ten hour minimum has been exhausted, this will be restored within the following four week period. The ability for an employee to maintain this ten hour minimum shall not be unreasonably withheld.

The intent of having the 38 hour debit provision is to enable employees to have some flexibility in managing personal emergencies. The use of this provision for sick leave will only be considered in exceptional circumstances and where the employee has exhausted their sick leave entitlements. The approval of the Director Assets and Environment is required. Where such debit hours are accrued, it is expected that the employee will remove the debit within a timeframe acceptable to the team leader and appropriate supervisor and within twelve months. If the employee exceeds the 38-hour debit, the hours in excess of 38 will be deducted from the employee's next pay unless an alternative/acceptable arrangement is agreed with the team leader and appropriate supervisor and within twelve months. This should only apply in exceptional circumstances. Employees who have accrued debit hours at the time of their termination of employment shall have such monies recovered from their final pay.

The employer and employee agree to discuss and agree to the above terms and conditions prior to entering into a debit.

The 76 hours maximum credit shall only be extended with the prior approval of the appropriate supervisor and shall only occur for special operational demands. The taking of hours in addition to the 76 hours maximum will be cleared within four weeks of the pay period in which the excess hours accrued. The relevant manager may extend this "clearance" period for one additional four week period to meet seasonal workload demands.

The actual taking of a normal rostered day off (RDO) may be varied or accrued by mutual agreement. If an RDO falls on a public holiday, the RDO will be taken on the next available work day or another suitable day by agreement. Where an employee is absent due to sick leave or workers compensation on a day that would otherwise be a scheduled RDO, the RDO will be deemed to have been taken.

Clause 17 – Stand down provisions - weather extremes and inclement weather

It is recognised that outdoor work can be impacted by inclement weather conditions and that the health and safety of employees exposed to such conditions must be considered.

Definitions

For the purposes of this clause the following definitions will apply:

Extreme Heat - is deemed to be temperatures at or above 37°C

Inclement Weather - persistent weather that prevents meaningful work being undertaken safely or effectively.

Hot weather

Advanced planning should occur when hot weather is forecast. Corporate leaders whose teams may be exposed to hot weather shall give advance consideration to the following measures:

- Earlier start and finish times
- Rescheduling of more strenuous tasks to cooler periods.

Temperatures shall be monitored by the relevant team leader, and once the temperature exceeds 35°C (at Parafield) the team leader, in consultation with his/her teams, should modify work practices to alleviate the effects of the hot weather, with consideration given to the following:

- Rotation of employees undertaking strenuous tasks,
- Increasing unscheduled breaks in response to the weather conditions and taking into consideration the work being undertaken
- Selecting cooler/shaded work areas
- Provision of sun shelters (where practical)
- Access to sufficient supplies of potable drinking water
- Monitoring employees for signs of heat stress, and taking appropriate action

Employees working in hot weather shall:

- Drink sufficient water to keep hydrated
- Use appropriate personal protective equipment correctly
- Modify work intensity and take more regular breaks when working in the heat
- Advise their team leader if they are experiencing any heat stress symptoms

Extreme heat

The team leader shall monitor the temperature, and once it reaches 37°C (at Parafield) and is not expected to dramatically cool in the immediate future, cease all outdoor work exposed to extreme heat. Work should only cease after the work site has been made safe.

Team leaders, in consultation with their team members and supervisors, will seek to identify alternative work, particularly when extended periods of high temperatures are forecast. This may not be limited to normal duties but will be in accordance with the Award.

Such work could include but not be limited to:

- Training/study
- Equipment maintenance
- Tool box meetings
- Tasks in air conditioned vehicles or assets
- Work planning
- Housekeeping
- Assisting other teams

To ensure adequate resources, consideration should be given to duties that can be scheduled in advance of extreme heat based on weather reports. This will allow Council to be proactive with activities such as investigations and audits of Council assets.

If alternative work can't be identified or has been exhausted, employees will cease work for the day and will utilise their flexitime on a 50/50 basis in accordance with the conditions outlined in Clause 16 – Hours Bank. Employees remaining at work will be provided with productive work.

Exceptions

During periods of extended hot weather (heat wave), the temperatures defining hot weather and extreme heat can be temporarily adjusted after consultation with the relevant supervisor or manager. The final directive shall be made by the Director Assets and Environment (or their delegate)..

Individual responses to heat can vary depending on age, acclimatisation and relative humidity. Employees are encouraged to keep hydrated, work in the shade where possible, and take breaks as required.

Individual team leaders may also implement the hot weather or extreme heat work modifications at temperatures outside those stated, based on other climactic conditions with respect to individual team members. This should be done with their corporate leader.

Inclement weather

When inclement weather prevents meaningful work being carried out, alternative work shall be accessed where possible. Team leaders, in consultation with their team members and supervisors, will seek to identify alternative work. This is especially relevant when extended periods of inclement weather is forecast. This may not be limited to normal duties but will be in accordance with the Award.

Such work could include but not be limited to:

- Training/study
- Equipment maintenance
- Tool box meetings
- Tasks in suitably covered vehicles
- Work planning
- Housekeeping
- Assisting other teams.

If alternative work cannot be identified or has been exhausted, employees will cease work for the day and will utilise their flexitime on a 50/50 basis in accordance with the conditions outlined in Clause 16 – Hours Bank. It is not intended for employees to remain at work undertaking unproductive work.

Essential/emergency services situations

It is recognised there is a requirement to maintain certain levels of service to cope with essential/emergency services situations during normal working hours that may arise during periods of extreme heat or inclement weather.

After the cessation of normal work due to extreme heat or inclement weather, the relevant on duty call-out officer will stay back along with minimal members of other outdoor teams. The specific number of team members required to stay back will be decided in consultation between the corporate leaders and the teams, taking into account situational requirements. Equity of team members required to stay back will be maintained by team rotation through a roster.

Employees who stay back during inclement weather shall be paid ordinary rates until their normal finish time for that day. Standard call-out rates will apply if an employee is called back to work after their normal finish time as per Clause 15 of this Agreement.

In the event employees have to attend to tasks in extreme heat or inclement weather, all precautions must be taken to do so safely and work minimised where possible. A minimum of two people are required to work on any tasks during extreme heat or inclement weather.

Employees required to stay back during normal work hours as part of this provision will be paid a loading of 50% for any duties performed outdoors during extreme heat or inclement weather.

*This Clause excludes Waterworld employees who will continue to work and have their duties managed in accordance with Council's Inclement Weather Procedure.

Clause 18 – Annualisation of allowances

Allowances were annualised as part of the City of Tea Tree Gully Enterprise Agreement No. 2 (1999). The parties agree to the following provisions to correct anomalies in relation to the annualisation of allowances.

18.1 Chokage allowance

18.1.1 CWMS Crew

As members of the CWMS crew were reclassified to ME 5, entitlement to the additional \$400 per annum ceased in a previous agreement.

The chokage allowance will be payable on any normal working day (or part thereof) when employees (meaning any employees involved in chokage clearance work) are operationally engaged, including call-outs and weekend work. Exclusions are limited to annual leave or other types of workplace absence.

Current	1 st full pay period after 1/7/21	1 st full pay period after 1/7/22	1 st full pay period after 1/7/23
Chokage Allowance - \$12.50 per week	\$13.00	\$13.50	\$14.00

18.1.2 Plumber

The position of Plumber will continue to be paid the chokage allowance in accordance with the Award.

18.2 Additional annualised amounts

With the implementation of annualised allowances in the City of Tea Tree Gully Enterprise Agreement No 2 (1999), a number of groups were identified as having above average levels of allowances. To ensure that these groups were not disadvantaged following the introduction of annualised allowances, an additional annual amount was paid to these specified groups. The groups still in existence as at the certification of this Agreement are sign shop, arboricultural and irrigation plumbers. These annualised amounts will now be subject to annual percentage increases in line with increases provided for in Clause 33 of this Agreement as detailed in the table below.

Current	1 st full pay period after 1/7/21	1 st full pay period on or after 1/7/22	1 st full pay period on or after 1/7/23
Sign Shop \$293.55 p.a.	\$298.83	\$304.81	\$310.91
Arboricultural, Irrigation Plumbers \$586.57	\$597.13	\$609.07	\$621.25

The EACC will be consulted for any new positions required by Council that are identified as potentially having an above average level of allowances. This will ensure that employees recruited into such positions will receive indexed increases to the allowance in line with the increases provided for in this clause.

Clause 19 – Indexed allowances

19.1 Meal allowance

An allowance for an evening meal shall be paid in accordance with the following table.

Current	1st full pay period after 1/7/21	1st full pay period on or 1/7/22	1st full pay period on or 1/7/23
\$19.50	\$20.00	\$20.50	\$21.00

Eligibility for payment of the meal allowance shall be in accordance with the Local Government Employees Award except as varied below.

A meal allowance may be claimed when the employee is required (by the relevant corporate leader) to work in excess of 10 hours in one shift.

19.2 Reimbursement of drivers' licence

The provisions of Clause 5.3.6 of the Local Government Employees Award shall no longer apply. This allowance was annualised as part of Enterprise Agreement No. 2 (1999). For details refer to Clause 26 of that Agreement.

Clause 20 –Family and domestic violence support

The City of Tea Tree Gully recognises that employees sometimes face situations of violence or abuse in their personal life which can affect their attendance and performance at work. The City of Tea Tree Gully will convene a working party of employee and employer representatives to review and develop a Family and Domestic Violence Support Policy. The Policy will include special paid leave for an employee experiencing family violence up to 10 days per year for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.. The employer will also seek accreditation as a White Ribbon organisation.

Clause 21 – Breastfeeding Friendly Workplace

The employer will maintain its accreditation as a Breastfeeding Friendly Workplace throughout the life of the agreement, in line with existing Policy.

Clause 22 – Paid parental leave

An employee shall be granted Parental Leave on full pay (for the purposes of this clause “full pay” shall mean the substantive Award classification for the position held by the employee plus any negotiated over-Award payment and Council’s Enterprise Agreement payments), for a consecutive period of twelve weeks’ absence in the case of the mother, and two weeks’ absence in the case of the partner of the mother provided that:

- The employee, either female or male, must complete a Leave of Absence Application Form and seek approval from their corporate leader for Paid Parental Leave, such application also containing a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee
- The employee is required to have completed 12 months’ continuous service with the City of Tea Tree Gully immediately prior to qualifying for the Paid Parental Leave
- In the case of Maternity Leave, the period of twelve weeks’ absence shall commence on the first day of the approved Maternity Leave or at any date nominated by the applicant during the period of Parental Leave
- In the case of the partner of the mother, the leave shall be taken within the first three months of the birth of the child
- The entire paid leave must be taken within the approved Parental Leave period

- Any public or other statutory holiday that falls within the period of Parental Leave shall be counted as a day of such Parental Leave
- Where the pregnancy of an employee terminates between 20 and 36 weeks, one week's paid Parental Leave will be provided to the employee
- The employee may also access Sick or Family Leave
- Employees who are entitled to take Parental Leave under Clause 7.4 of the Award can apply to take any accrued Annual Leave or Long Service Leave at the conclusion of Parental Leave, provided three months' written notice is given to the employer and it is by mutual consent.
- In the case of adoption, an employee who is the primary carer of the child is entitled to paid parental leave where:
 - The adoptive child is under school age on the day of placement; and
 - The adoptive child did not previously live with the employee for a period of six months or more before the day of placement; and
 - The adoptive child is not a child or step-child of the employee or the employee's partner, unless that child had not been in the custody and care of the employee or the employee's partner for a significant period of time.

This clause shall be read in conjunction with Clause 7.4 of the Award.

Clause 23 – Personal leave

The clauses for Family Leave, Carer's Leave, Unpaid Leave and Purchased Leave that were included in the City of Tea Tree Gully Enterprise Agreement No. 8 have been incorporated into the employer's Leave Procedures, and all current entitlements will be maintained as a minimum. The Employer confirms that Employees will be consulted through the EACC prior to any changes/amendments being made.

Clause 24 – Introduction of change

Where a decision has been made to introduce major changes to the organisation structure programs or technology which are likely to have significant effects on employees, the employer will promptly notify the employees who may be affected by the proposed changes and the Union and/or the appropriate Agent of all relevant information about the changes. This excludes the disclosure of confidential information which would be detrimental to the employer's interests. "Significant effects" include major changes in the composition, operation or size of the employer's workforce or in the skills required, hours of work and structure of roles.

Consultation will include the effects the changes are likely to have on employees, and the measures to avert or mitigate the adverse effects. The employer will consider any matters raised by the employees and/or the Union and/or the appropriate Agents.

Clause 25 – Superannuation

25.1 Choice of fund

The parties agree that all employees shall have their choice of superannuation fund. Statewide Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.

All new employees will be provided with a standard choice form to select their preferred fund. For any new employee who does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.

Employees may only change their choice of fund once every 12 months.

25.2 Salary sacrifice to superannuation

Subject to the following conditions, an employee may elect with the agreement of the employer (such an agreement shall not be unreasonably withheld by the employer) to salary sacrifice any part or all of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to their choice of superannuation fund as outlined in Clause 25.1 above.

As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

The application shall be in writing on the form provided by the relevant superannuation fund and shall detail the percentage of salary sacrificed. Requests for salary sacrifice to superannuation must be for a minimum of 1% of gross salary and must be in whole percentages (i.e. 1%, 2% 3% etc).

The employee will need to provide a minimum of 4 (four) weeks' notice of their intention to salary sacrifice or to change/rescind their salary sacrifice arrangements.

Any such arrangement shall be by mutual agreement between each individual employee and the organisation, provided that approval shall not be unreasonably withheld.

Once established, an employee may change their salary sacrifice arrangements up to two times per calendar year, provided the required notice period of four (4) weeks is given.

All payments for all types of leave, annual leave loading, superannuation, redundancy payments, termination payments, overtime and shift penalties will be calculated on the basis of the employee's pre-sacrifice salary.

The employee is responsible for costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. Contributions made to the relevant superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

Salary sacrifice contributions will be treated as employer contributions, may be subject to the superannuation surcharge, and are likely to be preserved.

Clause 26 – Sickness and accident income protection

The parties acknowledge that sickness and accident income protection is provided by the employer for its employees.

After the nominal expiry date of this Agreement, the income protection will continue to be provided. However should the capacity to provide the plan have detrimental impacts on the organisation, Council will review its position.

During a period that an employee is absent from work and covered by Council's sickness and accident income protection policy, no annual or sick leave is accrued; however, such absence does not break continuity of service for the purposes of calculating long service leave.

Clause 27 – Grievance/dispute resolution procedure

The parties to this Agreement acknowledge that effective communication plays a vital role in enhancing employee relations and preventing grievances or industrial disputation. Continuous improvement in the communication process will therefore be practised throughout the organisation. Of critical importance in this process is the need to resolve matters as quickly as possible and maintain high quality customer service.

During the implementation of the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions in which case the status quo shall remain in force, except in the case of genuine occupational health and safety issues.

Note: This Procedure does not apply to matters covered by our Fair Treatment Policy and Procedure which provides processes for managing grievances related to discrimination, bullying and harassment. Copies of this procedure are available on the intranet or from Organisational Development.

The parties agree to use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved if possible by conciliation within the Council.

At each stage of the procedure a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee/s and management.

Any grievances or disputes will be settled using the following procedure:

Stage 1

The employee, Workplace Representative [if appropriate] or advocate nominated by the employee [or group of employees] will contact the relevant corporate leader and attempt to settle the issue at that level.

Note: Generally this will be the employee's [or group of employees] immediate senior officer). If the employee wishes, they may be supported in such discussions by a Workplace Representative [if appropriate] or advocate of their choice.

Stage 2

If the issue is not settled at Stage One, the employee and the nominated representative and if requested the Union Official, will meet with the relevant corporate leader and a representative from Organisational Development and/or delegate. The employee will provide copies of any relevant supporting information e.g, diary notes etc.

Stage 3

If the matter is not settled at Stage Two, the Union Official and if requested, the relevant workplace representative will meet with the relevant Director, the employee/s and a representative from Organisational Development and/or delegate.

Stage 4

If the matter is not settled at Stage Three the Chief Executive Officer, or his/her nominee, will meet with the Union Official, if requested the employee's relevant workplace representative, the Manager Organisational Development and/or delegate and the relevant Director.

Stage 5

If the matter is not settled at Stage Four, the employer, the employee, or their representative(s) may approach the South Australian Employment Tribunal (SAET) for assistance by conciliation. In the event of the matter remaining unresolved, either party may refer the matter for arbitration and shall accept the final outcomes of the arbitration. The parties retain the right to enact an appeal.

The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One, inclusive of all appropriate supporting evidence to support the issue provided by both parties, to ensure its expedient resolution.

Responsibilities

Employee responsibilities are:

- To notify their corporate leader promptly of any issues or conflict which may require resolution
- Where possible, individual employees or groups of employees should attempt to resolve any issues or conflict with their immediate corporate leader
- To research and document all relevant information relating to the matter prior to lodging a formal complaint.

Corporate leader responsibilities are to:

- Maintain continuous communication with the employee or groups of employees whilst the matter is being investigated
- Resolve the situation as quickly as possible
- Refer the matter to the next level of management if the issue falls outside of their respective authority or area of responsibility
- Formally notify the employee or groups of employees and, where involved, the union official, of the resolution and/or action to be taken in response to the complaint.

Organisational Development's responsibilities are to:

- Review any matter in an objective manner and ensure employees are treated in a fair and equitable manner
- Brief Workplace Representatives (and/or Union officials, where involved) immediately if the matter is considered to be of a serious nature
- Provide corporate leaders with professional advice and assistance
- Provide employees with professional advice and assistance.

Union Representatives/Official's responsibilities are to:

- Explore avenues to resolve issues internally wherever possible
- Brief an Organisational Development Business Partner

The Chief Executive Officer's responsibility is to ensure that all matters are resolved in a fair and equitable manner and as quickly as possible.

Clause 28 – Enterprise Agreement Consultative Committee (EACC)

The parties agree that the effective operation of this Agreement is assisted by the continuation of the established consultative processes within the workplace. It is agreed by the parties to establish an Enterprise Agreement Consultative Committee (EACC) which shall assist with:

- Interpretation of the Enterprise Agreement
- Act as a consultative body to consider possible implications of climate change on work practices and processes and to undertake work where identified towards clauses for insertion in the next enterprise agreement
- Monitoring the progress of the Enterprise Agreement
- Be consulted on an annual basis on the proposed contractual works and services program.

The EACC shall consist of:

- Three (3) Employer representatives employed and/or nominated by the City of Tea Tree Gully
- Three (3) Employee representatives elected by employees employed by the City of Tea Tree Gully. At least one employee representative must be a Union (Workplace) Representative
- The State Secretary of the AWU (or their nominee) and the Chief Executive Officer of the City of Tea Tree Gully (or their nominee) may attend any meeting of the Committee
- Any EACC member may nominate proxies.

The composition of the EACC does not preclude, by mutual agreement, the secondment of additional employee or employer representatives to assist the Committee undertake its work.

The parties commit to meet on a bi-monthly basis; however this may be changed by mutual agreement.

The Committee will function in accordance with its Terms of Reference, which will be developed by the Committee and will include meeting frequency and communication of information. The Terms of Reference can be changed with the agreement of all committee members.

Clause 29 – Local area workplace agreements

Local Area Workplace Agreements may be established for specific operational, service or work group areas by an exchange of letters between the parties to this Agreement and certification of a variation to the Agreement in the SA Industrial Relations Commission.

Clause 30 – Street Sweeper Operators

Hours of Work

The employees will ensure that the Street Sweeper plant is operated on a roster basis directed from 5.00am to 8.00pm Monday to Fridays, excluding Public Holidays. The start/finish times of each operator shall be accommodated between the times of 5.00am to 8.00pm and arranged based on operational requirements and may vary as needed.

The roster and span of hours may need to be revised by the parties if required by Environmental Protection Authority Legislation and /or similar authority. If such a review is necessary the parties may also need to review the rate of remuneration provided for within this clause.

Breaks

Where practical a:

- Tea break shall be taken on-site and is to be limited to a duration of 10 minutes
- Lunch break shall be taken on-site and will be for a minimum of 30 minutes

Call-outs

The substantive Street Sweeper Operators shall provide a service to ensure that all essential street sweeping required outside of the span of hours prescribed above, for example for unforeseen and emergency situations, will be undertaken at the time so required. This arrangement will operate as a call-out and all operators engaged on the on-call roster will be on standby to return to work. This means they will be in a fit state (zero alcohol tolerance) to return to work without delay.

Any call-outs beyond 15 per year (equivalent to 5 per operator) for this operation will be paid to the respective operators in accordance with the payments prescribed in this Agreement and/or LGE Award.

Public Holidays

The Street Sweeper Operators will ensure that an operator is on-call on all public holidays. The same conditions as per the “call-out” clause above will apply.

Dumping arrangements/works agreement

Should dumping arrangements change or the works agreement required by Council change, then this clause may need to be revised. If such a review is necessary the parties may also need to review the rate of remuneration provided for within this clause.

Remuneration

Employees will be paid the rate of Street Sweepers (9502) (senior rate – street sweepers (9602) which incorporates additional responsibilities and duties as per the position description). This is the substantive rate for their position in addition to the relevant penalty payments for the extra responsibilities of the role.

This clause prescribes an annualised salary which is inclusive of all penalties, leave loading, allowances and any other associated award provisions.

Back-up Street Sweeper Operators – conditions

Back up Street Sweeper Operators are called on to work shifts in which full time operators are not available. The pay rate for Council employed back up operators does not include annual leave loading because this loading is paid when the employee takes annual leave from their substantive position as per Clause 32.

When the “back-up” operator performs the Street Sweeping duties, he/she will be paid the substantive rate for the role of a level 6. When the back-up operator is required to work outside of their normal span of hours; to be on standby or are called out or back to work, they will be paid as stated in Clause 15 “Hours of Work” for overtime; standby or call out.

Clause 31 – Cemetery works

Employees allocated by the team leader to perform cemetery duties including grave preparation, exhumation or reclaiming/backfilling of graves will be paid the following rates per burial performed.

Item	Current Rate	1 st full pay period after 1/7/21	1 st full pay period on or after 1/7/22	1 st full pay period on or after 1/7/23
Cremation	\$56.58	\$57.60	\$58.75	\$59.93
Burial (Single depth)	\$85.40	\$86.94	\$88.68	\$90.45
Burial (Double depth)	\$113.15	\$115.19	\$117.49	\$119.84
Burial (Triple depth)	\$140.91	\$143.45	\$146.32	\$149.24
Exhumations	\$140.91	\$143.45	\$146.32	\$149.24

Where this work extends beyond the normal finishing time for the day, employees will accumulate flexi-time on an hour for hour basis for the first hour. Any time in excess of one hour will be paid at the applicable overtime rate.

The allowances contained in Clause 5.3.2.15 of the Award are specifically excluded by the operation of this clause. The per burial rates will increase each year in line with the percentage increase provided for in this Agreement.

Clause 32 – Annual leave loading

Annual leave loading of 17.5% (based on 152 hours for full time employees, or pro-rata for part time employees) will be paid to all permanent and fixed term contract employees covered by this Agreement in one lump sum in the first pay period in December of each year. This loading will be calculated on the available annual leave balance as at the last pay period in November of each year.

Clause 33 – Pay Increases

The employer agrees to increase pay rates to employees covered by this agreement by:

1 July 2021 – 1.8%

1 July 2022 – 2.0% or CPI* (whichever is greater)

1 July 2023 – 2.0% or CPI* (whichever is greater)

*CPI is the annual percentage change in the Consumer Price Index (Adelaide) measured at the March quarter. Any payment related to the CPI will be capped at 2.5%.

A \$200 payment will be payable on the next available pay period after a successful vote.

The wage rates are detailed in Appendix 1 of this Agreement.


Signatories

Signed for and on behalf of the City of Tea Tree Gully


.....
Chief Executive Officer
(John Moyle)

20/4/2021

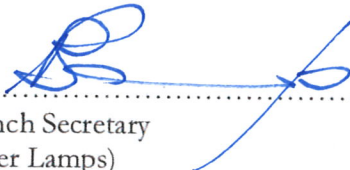
In the presence of


.....
Witness

20/4/2021

GILLIAN JOYCE HARRISON
(Please print name)

Signed for and on behalf of the ~~Australian Workers Union~~ **AMALGAMATED AWU (SA) STATE UNION**


.....
Branch Secretary
(Peter Lamps)

21/4/2021

In the presence of


.....
Witness

21/4/2021

Stacy Lopresto
(Please print name)

Appendix 1 – Pay Rates

THE CITY OF TEA TREE GULLY						
Pay Rates - Field Staff Agreement 2021						
Field Staff Pay Scales			Proposed EB Increases			
Grades	Yrs of Service	Current Annual Salary	1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
			1.80%	2.00%	2.00%	
AWU Base Rates				or CPI (whichever is greater – capped at 2.5%)		
Grade 1	(Casual)	\$71,551.73	\$72,839.67	\$74,296.46	\$75,782.39	5.91
	1	\$58,143.69	\$59,190.27	\$60,374.08	\$61,581.56	5.91
	2	\$58,690.90	\$59,747.34	\$60,942.29	\$62,161.14	5.91
	3	\$59,228.52	\$60,294.63	\$61,500.52	\$62,730.53	5.91
Grade 2	(Casual)	\$73,561.53	\$74,885.64	\$76,383.35	\$77,911.02	5.91
	1	\$59,775.74	\$60,851.70	\$62,068.73	\$63,310.10	5.91
	2	\$60,322.96	\$61,408.77	\$62,636.95	\$63,889.69	5.91
	3	\$60,860.57	\$61,956.06	\$63,195.18	\$64,459.08	5.91
Grade 3	(Casual)	\$75,626.90	\$76,988.18	\$78,527.94	\$80,098.50	5.91
	1	\$61,446.19	\$62,552.22	\$63,803.26	\$65,079.33	5.91
	2	\$61,993.41	\$63,109.29	\$64,371.48	\$65,658.91	5.91
	3	\$62,531.03	\$63,656.59	\$64,929.72	\$66,228.31	5.91
Grade 4	(Casual)	\$78,116.89	\$79,522.99	\$81,113.45	\$82,735.72	5.91
	1	\$63,462.26	\$64,604.58	\$65,896.67	\$67,214.60	5.91
	2	\$64,009.48	\$65,161.65	\$66,464.88	\$67,794.18	5.91
	3	\$64,547.09	\$65,708.94	\$67,023.12	\$68,363.58	5.91
Grade 5	(Casual)	\$79,824.31	\$81,261.15	\$82,886.37	\$84,544.10	5.91
	1	\$64,844.70	\$66,011.91	\$67,332.15	\$68,678.79	5.91
	2	\$65,391.92	\$66,568.98	\$67,900.36	\$69,258.37	5.91
	3	\$65,929.54	\$67,116.27	\$68,458.60	\$69,827.77	5.91
Grade 6	(Casual)	\$81,282.73	\$82,745.82	\$84,400.74	\$86,088.75	5.91
	1	\$66,025.54	\$67,214.00	\$68,558.28	\$69,929.45	5.91
	2	\$66,572.76	\$67,771.07	\$69,126.49	\$70,509.02	5.91
	3	\$67,110.38	\$68,318.36	\$69,684.73	\$71,078.42	5.91
Grade 7	(Casual)	\$82,741.16	\$84,230.50	\$85,915.11	\$87,633.41	5.91
	1	\$67,206.38	\$68,416.09	\$69,784.41	\$71,180.10	5.91
	2	\$67,753.60	\$68,973.16	\$70,352.62	\$71,759.67	5.91
	3	\$68,291.21	\$69,520.46	\$70,910.87	\$72,329.09	5.91
Grade 8	(Casual)	\$84,081.01	\$85,594.46	\$87,306.35	\$89,052.48	5.91
	1	\$68,291.21	\$69,520.46	\$70,910.87	\$72,329.09	5.91
	2	\$68,838.43	\$70,077.52	\$71,479.07	\$72,908.65	5.91
	3	\$69,376.05	\$70,624.82	\$72,037.32	\$73,478.07	5.91
Team Leaders						
Team Leaders	1st Incr.	\$71,920.13	\$73,214.69	\$74,678.98	\$76,172.56	5.91
	2nd. Incr.	\$73,766.27	\$75,094.06	\$76,595.94	\$78,127.86	5.91
	3rd. Incr.	\$75,620.68	\$76,981.85	\$78,521.49	\$80,091.92	5.91
	4th Incr.	\$77,473.21	\$78,867.73	\$80,445.08	\$82,053.98	5.91
	Snr. Rate	\$79,324.78	\$80,752.63	\$82,367.68	\$84,015.03	5.91

THE CITY OF TEA TREE GULLY

Pay Rates - Field Staff Agreement 2021

The following pay rates are inclusive of annualised allowances

Grades	Yrs of Service	Current Annual Salary	Proposed EB Increases			
			1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
			1.80%	2.00%	2.00%	
Sign Writers				or CPI (whichever is greater – capped at 2.5%)		
Inclusive of annualised allowance (Original allowance \$200 pa)						
Grade 6	1	\$66,319.06	\$67,512.80	\$68,863.06	\$70,240.32	5.91
	2	\$66,866.28	\$68,069.87	\$69,431.27	\$70,819.90	5.91
	3	\$67,403.90	\$68,617.17	\$69,989.51	\$71,389.30	5.91
Arboriculture Workers & Irrigation Plumbers						
Inclusive of annualised allowance (Original allowance \$400 pa)						
Grade 3	1	\$62,033.23	\$63,149.83	\$64,412.83	\$65,701.09	5.91
	2	\$62,580.45	\$63,706.90	\$64,981.04	\$66,280.66	5.91
	3	\$63,118.07	\$64,254.19	\$65,539.27	\$66,850.06	5.91
Grade 4	1	\$64,049.30	\$65,202.18	\$66,506.22	\$67,836.34	5.91
	2	\$64,596.52	\$65,759.25	\$67,074.44	\$68,415.93	5.91
	3	\$65,134.13	\$66,306.55	\$67,632.68	\$68,985.33	5.91
Grade 5	1	\$65,431.74	\$66,609.51	\$67,941.70	\$69,300.53	5.91
	2	\$65,978.96	\$67,166.58	\$68,509.91	\$69,880.11	5.91
	3	\$66,516.58	\$67,713.88	\$69,068.16	\$70,449.52	5.91
Grade 6	1	\$66,612.58	\$67,811.61	\$69,167.84	\$70,551.20	5.91
	2	\$67,159.80	\$68,368.67	\$69,736.04	\$71,130.76	5.91
	3	\$67,697.42	\$68,915.97	\$70,294.29	\$71,700.18	5.91
Grade 7	1	\$67,793.42	\$69,013.70	\$70,393.97	\$71,801.85	5.91
	2	\$68,340.64	\$69,570.77	\$70,962.19	\$72,381.43	5.91
	3	\$68,878.25	\$70,118.06	\$71,520.42	\$72,950.83	5.91
Rapid Response/PACS						
Inclusive of annualised allowance (Difference between Grade 5 & Grade 6)						
Grade 5	1	\$66,025.54	\$67,214.00	\$68,558.28	\$69,929.45	5.91
	2	\$66,572.76	\$67,771.07	\$69,126.49	\$70,509.02	5.91
	3	\$67,110.37	\$68,318.36	\$69,684.73	\$71,078.42	5.91
Workshop						
Mechanics	Level 2	\$81,191.34	\$82,652.78	\$84,305.84	\$85,991.96	5.91
Team Leader - Mechanics / Workshop	Co-ord	\$93,988.39	\$95,680.18	\$97,593.78	\$99,545.66	5.91
2IC - Workshop Co-ordinator	2 IC	\$85,357.56	\$86,893.99	\$88,631.87	\$90,404.51	5.91
Street Sweepers						
Inclusive of annualised allowance + Overtime paid at Level 603						
Do not receive annual Leave Loading payment						
Standard	Normal	\$78,359.67	\$79,770.15	\$81,365.55	\$82,992.86	5.91
Senior	Snr Rate	\$83,343.45	\$84,843.63	\$86,540.50	\$88,271.31	5.91
If from other Teams	H/Duties	\$77,456.49	\$78,850.70	\$80,427.71	\$82,036.26	5.91

Appendix 2 – Redundancy and Redeployment Principles and Procedures



Redundancy and Redeployment Principles and Procedures Field Staff Enterprise Agreement No 9

Portfolio:	Organisational Services and Excellence
Department:	Organisational Development
Responsible Officer:	Manager Organisational Development
Last Reviewed:	July 2021
Next Review Date:	July 2024

Purpose

These Principles and Procedures outline the approach that will be taken when organisational change results in positions that are no longer required. Employees occupying those positions will be offered redeployment under the conditions outlined in this document, and there will be no forced redundancies.

Applies to

These Principles and Procedures apply to all full-time and part-time employees.

These Principles and Procedures do not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal
- Employees who are within their probationary period
- Apprentices
- Trainees or cadets
- Employees engaged for a specific fixed term contract
- Casual employees
- Employees on employment contracts that contain redundancy clauses

References

Field Staff Enterprise Bargaining Agreement No 9

Definitions

Redundant position	A position that is identified as no longer required within the City of Tea Tree Gully's organisational structure
Corporate Leader	Those who have responsibility for the performance and actions of others, e.g. Chief Executive Officer (CEO), Directors, Managers, Co-ordinators, Supervisors and Team Leaders

Objectives

The objectives of these Principles and Procedures are to ensure that:

- The City of Tea Tree Gully is able to match its organisational structure and positions to its strategic and organisational plan objectives
- Any organisational change that may result in positions no longer being required is managed sensitively and with appropriate consultation with those affected
- Where positions are identified as no longer being required, the employees occupying those positions are redeployed in a fair, reasonable and sensitive manner.

Responsibilities

Chief Executive Officer (or nominee)

To ensure that:

- These Principles and Procedures are implemented in a fair, reasonable and consistent manner
- Consultation and notification requirements outlined in these Principles and Procedures are followed.

Manager Organisational Development

To ensure that redeployment is managed in accordance with these Principles and Procedures.

Corporate Leader

To ensure that:

- These Principles and Procedures are implemented in a fair, reasonable and consistent manner
- Employees and their representatives are consulted and are fully involved in all aspects of redeployment
- They manage the redeployment process until the employee is transferred to an alternative position
- Employees are provided with support and assistance throughout the redeployment process, including access to the Employee Assistance Program
- Affected employees are provided with an opportunity to be represented and/or supported throughout the redeployment process.

Employees

To participate in the redeployment process in accordance with these Principles and Procedures, including participating in the necessary training and development to fulfil the requirements of any suitable positions identified.

Definitions

Chief Executive Officer	A person appointed to, or acting in the position of Chief Executive Officer of the City of Tea Tree Gully.
Employee	A person employed directly by the City of Tea Tree Gully on a full-time or part-time basis (excluding casual employees and those on specific fixed term contracts).

Unattached employee	An employee identified by the Chief Executive Officer (or his/her nominee) whose position is no longer required as a result of organisational change
Redeployment	The process by which an employee is identified as an unattached employee and transferred to a suitable position within the organisation
Substantive classification	The substantive Award classification determined for the unattached employee's position, exclusive of loadings, annualised payments or allowances
Transfer	The placement of an unattached employee into an alternative position within the organisation

Principles

The following principles apply to redeployment:

- When organisational change results in positions no longer being required, natural attrition, redeployment and as a last option, voluntary redundancies, will be the only means of adjustment.
- These Principles and Procedures will not be used for resolving employee performance and/or disciplinary issues.
- Employees have the right to be represented and supported throughout any redeployment processes.
- A confidential Employee Assistance Program will be available for employees and their families to access professional counselling throughout the redeployment process.

Procedures

Identification of unattached employees

- The CEO or her/his nominee may declare an employee as unattached where organisational change results in their position no longer being required.
- Before an employee is identified as unattached, the CEO will determine whether natural attrition and/or the transfer of employees who volunteer to do so, will resolve the issue satisfactorily. In her/his determination, the Chief Executive Officer **must** consider the service needs of the organisation and other relevant circumstances.
- Where employees volunteer for transfer (with or without natural attrition) from a work team within which a position is declared redundant (and such arrangement is agreed with management), those transfers should be affected as soon as suitable positions are available.
- Where redeployment has been identified as the only option, the CEO should ensure that:
 - Unattached employees are provided with appropriate work pending redeployment and redeployment is affected as soon as practicable
 - The timing of any redeployment takes into account any consequent effect on work arrangements for remaining employees

Notification and consultation

- Where it is known that organisational change will result in positions no longer being required that will result in unattached employees, the CEO will notify the relevant union/s, providing information about the number and classification of unattached employees.
- The relevant Director will notify the incumbent employee(s) verbally and in writing, including the processes that will be followed. A copy of these Principles and Procedures will be provided to the employee(s).
- The Director, in consultation with the Manager Organisational Development, will ensure that employees are provided with appropriate information, support and counselling. This will include information about the organisational change that resulted in the position(s) no longer being required, information about the redeployment processes that will apply. An affected employee can nominate an appropriate representative or support person to be present.

Employees will be advised of the availability of personal counselling for themselves and their immediate families through the Employee Assistance Program.

Identification of suitable positions

- The primary aim of redeployment is to place employees into positions that are of an equal classification and status as their pre-redeployment position, and where the skills and abilities of the employee (with reasonable retraining) are required. Unattached employees will be consulted about alternative positions, with the aim of appropriate positions being identified within four weeks of the notification to the employee.
- All unattached employees are to receive comprehensive advice on their career options whilst an alternative position is being identified. The relevant Organisational Development Business Partner will provide support and up-to-date information on any aspects of redeployment.
- In the case of employees identified as unattached, a compatible position may include a position with a lower classification level; however, this should only be considered when all other reasonable options have been exhausted. An unattached employee will not be redeployed to a position that is more than two levels below their substantive classification, unless mutually agreed between the relevant Director, the Manager Organisational Development and the employee.
- Where there are a number of similar positions and only one or more are no longer required, management will call for volunteers who are interested in transferring to a suitable alternative position. Where there are insufficient or too many volunteers, a selection process based on objective assessment criteria for the position will be undertaken to determine which employee will be redeployed.
- Where an unattached employee is redeployed to a position classified at a lower level, the employee will maintain their classification level as applicable to the role that is no longer required for a period of two years from the date of placement in a new position. For the purposes of this clause, "current salary" means the salary level applicable to the current classification exclusive of any penalty arrangements or allowances pertaining to the redundant position.
- If the identified redeployment position is for a fixed term, the employee retains all of the rights and entitlements of permanent employment upon expiry of the fixed term contract, at which time the redeployment process will recommence.
- The employee(s) will have two weeks to accept or decline the offer. However, where an unattached employee has declined reasonable offers of redeployment to suitable alternative positions, a transfer may be affected without the agreement of the employee or the employee may access a voluntary separation package under the terms outlined

in the following section. The relevant Director and the Manager Organisational Development will determine what constitutes “reasonable offers”.

- An employee who is redeployed more than once will have their wage/salary maintained at the equivalent of the first redeployment level (for a period of two years from the date of placement in the first position they were redeployed to), unless redeployed to a higher paid position.
- Any employee whose position has been made redundant may choose to accept a voluntary separation package under the terms outlined below, either before a redeployment is enacted, or within three months from commencement in the redeployed position.
- If organisational change results in unattached employees, recruiting managers will be required to assess the suitability of any unattached employees before advertising a position. If an unattached employee is assessed as able to adequately perform the duties or will be after a reasonable period of retraining (maximum of six months), the employee will be deemed to be “suitable” for transfer to the vacancy.

No suitable alternative position

- Where Council decides that no alternative position exists, the employee may be offered a voluntary separation package on the conditions outlined below.
- Where an unattached employee does not wish to access a voluntary separation package, the organisation will seek to identify a suitable alternative positions throughout the organisation.
- Once these positions have been identified, Council will ask for volunteers who are interested in accessing a voluntary separation package from among the group of employees who are occupying those suitable alternative positions.
- If there is a volunteer from among this group, they will be given a voluntary separation package and the employee whose position has been made redundant will be redeployed into that vacancy.
- If there is more than one volunteer for a separation package from among this group, a selection process based on merit for the position will be undertaken by the employer to determine which employee(s) will be granted the voluntary separation package.

Voluntary separation packages

Any employee whose position is redundant and where redeployment is not an option or has been exhausted by agreement may choose to accept a voluntary separation package. Effective from 1 January 2022, the voluntary separation package will be calculated in accordance with the following:

Period of service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks salary
2 years and less than 3 years	6 weeks salary
3 years and less than 4 years	7 weeks salary
4 years and less than 5 years	8 weeks salary
5 years and less than 6 years	10 weeks salary
6 years and less than 7 years	11 weeks salary
7 years and less than 8 years	12 weeks salary
8 years and less than 9 years	13 weeks salary
9 years and less than 10 years	14 weeks salary

Employees with more than 10 years' service who are over the age of 45 will receive an additional two weeks' pay for each year of service, up to a maximum payment of 40 weeks' pay (excluding any payment for notice not worked).

An employee who accepts a voluntary separation package with a termination date before 1 January 2022 shall have their separation package calculated in accordance with the Redundancy and Redeployment Principles contained within the Field Staff Enterprise Agreement No. 8 (2018).

The above payments will be calculated on the normal hours worked by the employee at the time of the redundancy.

The employee's salary is inclusive of regular ongoing allowances.

An outplacement service including professional career advice may be offered to the employee up to a maximum value of 10% of their annual salary.

An employee who has taken a separation package under these provisions shall not be rehired or re-employed in any direct or indirect capacity for a period of two years from the date of separation from the organisation.